



NAME OF SUBMITTER:	Jeff A. McDaniel
Signature:	/jeffamcdaniel/
Date:	02/18/2009
<b>Total Attachments: 7</b> source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif source=Trademark Assignment Agreement#page7.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**"), is entered into on the 12th day of September, 2007 by and between Navajo Jeans, Inc. ("**NJI**"), a Texas corporation, and the Diné Development Corporation ("**DDC**"), a corporation formed under the laws of the Navajo Nation.

DDC is authorized to issue licenses or use certain trademarks incorporating the term NAVAJO. NJI has registered certain trademarks incorporating the term NAVAJO, as listed on Exhibit A (the "**Marks**"), and certain Uniform Resource Locators incorporating the term NAVAJO, as listed on Exhibit B (the "**URLs**"). NJI has received the consent of the Navajo Nation and its arts and crafts enterprise, the Navajo Arts and Crafts Enterprise ("**NACE**"), to use NAVAJO as a trademark for clothing and related items and traditional brand extension items in the apparel industry, as reflected in certain 1995 consent agreements currently in effect between NJI, the Navajo Nation, and NACE.

NJI believes that the name NAVAJO and the goodwill associated with it, including the Marks and URLs, should, from a moral perspective, be owned exclusively by an instrumentality of the Navajo Nation. Therefore, NJI wishes to assign the Marks and URLs to DDC, and desires that the Marks be licensed back to NJI, so that the Navajo Nation and NJI may jointly benefit from the further development of the NAVAJO brand and associated commercial businesses. DDC desires to acquire all rights in the Marks and URLs, and wishes to jointly develop the Marks' brand potential with NJI as set forth in the Master License Agreement executed herewith.

Accordingly the parties agree as follows:

### ARTICLE I: ASSIGNMENT OF THE MARKS

1.1 NJI hereby assigns and transfers to DDC all right, title, and interest of NJI in and to the Marks and URLs, together with (a) the goodwill of the business symbolized by the Marks and URLs, (b) NJI's entire right, title, and interest in and to any and all registrations of the Marks and URLs heretofore granted, (c) any and all common law rights to the Marks and URLs throughout the world, and (d) all claims NJI may have arising out of any past infringements.

1.2 NJI shall have no rights remaining in the Marks and URLs after the date of this Agreement and shall not use and shall not direct or allow any person or entity over which it has control to use the Marks and URLs or any confusingly similar marks or names, except (in each case) as provided for in the License Agreement executed concurrently herewith, or other written agreements between the parties.

1.3 Upon DDC's prior, written request, NJI agrees upon request to do all other reasonable acts, provide any reasonably available evidence, and execute all reasonable documents necessary or desirable for the transfer, assignment, recordation, application, registration, issuance, maintenance, renewal, establishment, and enforcement of the Marks and URLs.

1.4 This Agreement shall become effective only upon the last of the following documents being fully executed and legally binding, even if this Agreement is executed before that date:

- (a) this Trademark Assignment Agreement;
- (b) a Master License Agreement between DDC and NJI;
- (c) an Ancillary Agreement between DDC and NJI; and
- (d) a Termination Agreement terminating the Licensing Agreement between NJI and the Navajo Nation dated in June of 1995 executed by the President of the Navajo Nation and President of NJI.

1.5 NJI acknowledges the receipt and sufficiency of consideration for the foregoing assignment.

## ARTICLE II: REPRESENTATIONS AND WARRANTIES

2.1 NJI represents and warrants that, to NJI's knowledge and as of the date of this Agreement, (a) NJI is the owner of the Marks and URLs; and (b) there are no pending claims, actions, or judicial, administrative, or other proceedings involving the Marks and URLs; and (c) that the Marks and URLs are free and clear of liens and encumbrances. NJI makes no warranty as to the value or suitability of any of the Marks or URLs.

2.2 Each party represents and warrants to the other party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction listed in the first paragraph of this Agreement; it has the full power to enter into this Agreement and to perform its obligations hereunder; and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any corporate charter or bylaws.

2.3 Each party agrees that any monetary award against the other party shall be limited to actual damages and shall not include any consequential, incidental or punitive damages and shall further be limited to the assets of that party in the Marks and URLs and the business related thereto.

## ARTICLE III: MISCELLANEOUS

3.1 Prior to filing a lawsuit, the parties agree to participate in good faith in a one-day mediation, the cost of the mediation to be paid equally among the parties. The mediation will be conducted in the city in which DDC is headquartered if NJI prompts the mediation, and will be conducted in the city in which NJI is headquartered, if DDC prompts the mediation.

3.2 This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Mexico without regard to conflict of law principles. Each party admits that such governing law is proper in light of minimum contacts with New Mexico and agrees not to challenge the application of New Mexico law. However, if a court should determine (on its own motion or upon the motion of any third party properly involved in an action) that New Mexico law cannot properly govern this Agreement, then Texas law shall apply without regard to conflicts of laws principles.

3.3 DDC hereby expressly waives its sovereign immunity (and any defense based thereon) from any suit, action or proceeding (including an arbitration proceeding) or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise or contempt powers, or otherwise) in any forum of competent jurisdiction, provided that any monetary award shall be limited to actual damages and shall not include any consequential, incidental or punitive damages and shall further be limited to the assets of DDC in the Marks and the business related thereto. DDC expressly waives any defense of exhaustion of tribal courts remedies with respect to any dispute or controversy arising out of this Agreement or the conduct of the affairs of DDC with respect to the Marks. Without in any way limiting the generality of the foregoing, DDC expressly authorizes any government or other agency authorities who have the right and duty under applicable law to take any and all action authorized or ordered by any court of competent jurisdiction, including without limitation giving effect to any judgment entered against DDC. In the event a suit is commenced with respect to any dispute or controversy arising out of this Agreement or the conduct of DDC with respect to the Marks, or for the enforcement of an arbitration award, DDC covenants that it will not dispute the jurisdiction of the courts stated in Section 3.4. The waivers, consents and agreements described in this section shall inure to the benefit of NJI and its successors in interest, and any successors in ownership of DDC's interest in the Marks. Such persons shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages as limited by this section and injunctive or declaratory relief.

3.4 The parties hereby agree that any action based on any dispute arising out of or relating to this Agreement may only be brought, if at all, in the United States District Court for the District of New Mexico (or, if there is no federal court jurisdiction, then in the New Mexico state District Courts. The parties agree that venue is proper only in such courts sitting in Albuquerque, New Mexico. The parties consent to the personal jurisdiction of such courts for the purpose of this Agreement. Each party admits that such jurisdiction and venue are proper in light of minimum contacts with New Mexico and agrees not to challenge personal jurisdiction or venue in New Mexico. If any such court should determine that it lacks jurisdiction or, despite the parties agreement, that venue is improper, then the parties agree that any such action will be transferred to the U.S. (or, if there is no federal jurisdiction, state) District Courts sitting in Austin, Texas. If the only reasonable mechanism of carrying out such a transfer is for the action to be dismissed in one court and re-filed in the other, then the re-filed action shall not be deemed time-barred if the original action was timely filed and the action is re-filed within 30 days after the original court notified the parties of its determination.

3.4 The parties agree and specifically state that, in connection with this Agreement, neither party assumes any liabilities or obligations of the other party of any type or nature, in connection with its operation of its business or otherwise.

3.5 This Agreement, together with the documents listed in Section 1.4 above, constitutes the entire agreement and understanding between the parties, and supersedes all previous communications, memoranda, understandings or agreements, either oral or written, between the parties with respect to the subject matter hereof. This Agreement may only be modified or amended by written agreement signed by the parties.

3.6 The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect. In the event that any party to this Agreement is nevertheless found to have waived any of its rights under this Agreement, such waiver or waivers shall not constitute a continuing waiver as to any rights under this Agreement, and shall not affect that party's rights to later fully enforce any provision of this Agreement.

3.7 The invalidity of any provision or provisions of this Agreement shall not affect any other provisions of this Agreement, which shall all remain in full force and effect. Any provision otherwise deemed by a court to be invalid shall, if permitted under the law, be construed as narrowly as necessary to make that provision enforceable.

3.8 All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be delivered personally, or sent by certified mail, return receipt requested, or by Federal Express or similar overnight service, prepaid delivery, and shall be deemed to have been duly given upon actual receipt. Notices to the parties shall be addressed as follows, or to such other address for a party as shall be hereafter specified by like notice:

For Navajo Jeans Incorporated:

Phillip N. Brader  
Chief Executive Officer  
Navajo Jeans Incorporated  
119 Longwood Ave.  
Austin, TX 78734

For Diné Development Corporation:

Diné Development Corporation  
Attn: Chairperson  
P. O. Box 307  
Window Rock , AZ 86515

with a copy to:

Chris Lemens  
964 Terracotta Drive  
Allen, Texas 75013

with a copy to:

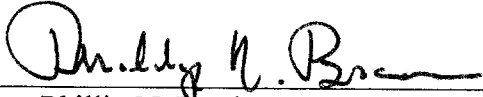
Stella Saunders  
Frye Law Firm, P.C.  
10400 Academy Rd. N.E., Suite 310  
Albuquerque, NM 87111

The parties agree to execute and deliver any and all additional documents, agreements, resolutions, documents, etc., which may be necessary or appropriate to effectuate or implement the purposes or any one or more provisions of this Agreement.

The section and article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed in triplicate originals by its duly authorized representative effective as of the day and year first above written.

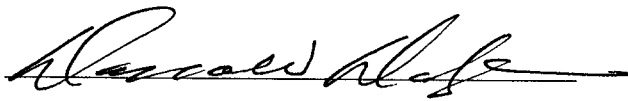
NAVAJO JEANS, INC.



By: Phillip N. Brader, CEO, who warrants that he has express authority to sign on behalf of Navajo Jeans, Inc.

Dated: 08/20/2007

DINÉ DEVELOPMENT CORPORATION



By: Donald Dodge, Chairperson, who warrants that he has express authority to sign on behalf of Diné Development Corporation

Dated: 9-12-07

EXHIBIT A  
TRADEMARKS

TRADEMARK	PRODUCTS	Serial or registration number	DATE	STATUS
NAVAJO CLASS 9	Eyewear, namely, eyeglasses, eyeglass cases, eyeglass chains, eyeglass frames, eyeglass lenses, spectacles, and sunglasses	USPTO Reg No. 3,151,212	Filed May 28, 2002	Registered
NAVAJO CLASS 25	Footwear, shoes, boots, beachwear, blouses, overalls, rain wear, sweaters, jackets, coats, ski wear, caps, visors, berets, hats	USPTO Reg. No. 2,976,666	Filed May 7, 2001	Registered
NAVAJO CLASS 25	Clothing, namely, tops, vests, shirts, sport shirts, polo shirts, golf shirts, jackets, T-shirts, sweat shirts	USPTO Reg. No. 2,237,848	Filing Date Dec. 19, 1996	Registered Section 8 and 15 affidavits have been accepted and acknowledged.
NAVAJO CLASS 18	Luggage, suitcases, overnight bags, and carry-on bags	USPTO Reg. No. 2,573,986	Filing date Dec. 19, 1996	Registered
NAVAJO CLASS 24	Towels, wash cloths, bath linens, fabric bath mats, bed sheets, pillow cases, and bed linens	USPTO Reg. No. 2,573,987	Filing date Dec. 19, 1996	Registered
NAVAJO CLASS 25	Men's, women's and children's sportswear; namely, slacks, shorts, skirts and jeans.	USPTO Reg. No. 2,061,748	Filing date March 14, 1994	Registered Section 8 and 15 affidavits have been accepted and acknowledged.



EXHIBIT B  
UNIFORM RESOURCE LOCATORS

URL	DATE ACQUIRED	RENEWAL DATE REQUIRED
navajo.biz	11/19/2001	11/18/2010
navajonation.biz	10/30/2003	10/29/2009
navajocasinos.com	08/16/2006	08/16/2008
navajocasinos.org	08/17/2006	08/17/2008
navajocasino.biz	08/16/2006	08/17/2008